

PART I – THE SCHEDULE SECTION B - Supplies or Services and Prices/Costs Schedule of Items
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ITEM 1: The contractor shall provide all supervision, labor, equipment, materials, and supplies to make repairs to the Rockfall Protection System at Unaka Springs Road in Unicoi County, Tennessee, in accordance with the project specifications and drawings contained herein.

Item 1	Description	Qty.	Unit	MM	Unit Price	Total Price
A	Debris Removal	1	LS	LSQ	\$	\$
B	Anchor Rope & Brake Replacement	1	LS	LSQ	\$	\$
C	Wire Mesh Repair / Replacement	1	LS	LSQ	\$	\$
TOTAL, ITEM 1, A-C:						\$

Note: Any other items of work shown on the drawings or required by the specifications shall be considered incidental to the items shown, and no additional payment will be made.

All pay items listed in the Schedule of Items for this contract will be determined by the Lump Sum Quantity (LSQ) method of measurement.

LUMP SUM QUANTITIES (LSQ) – These quantities denote one complete unit of work as required by or described in the contract; including necessary materials, equipment and labor to complete the job. They will not be measured.

*Note to contractors: Davis-Bacon wage rates applicable to this project are attached. Successful contractor is required to pay these rates at a minimum for the category of worker that will be used on this job. Contractor is required to submit weekly payrolls to project COR, and to keep payrolls filed for three years subject to DOL review.

*Contractors must be registered in the Central Contractor Registration Database (CCR) and in Online Representations and Certifications (<https://orca.bpn.gov/>) to receive award of contract. Access CCR on the internet at: www.ccr.gov. Successful contractor must be registered within 5 days of notification of award.

*Questions concerning technical aspects of this project may be directed to Lynn DiFiore (423) 735-1561.

*A complete quote package will include cover sheet, SF-18 (complete blocks 13, 14, 15 and 16), completed Schedule of Items, Section B, and completed Section K. Reference information may be included with your quote. Quotes may be faxed to Nina Barrow at 423-339-8635, emailed to nbarrow@fs.fed.us, or delivered hard copy.

SECTION C - Description/Specifications/Statement of Work

100 – GENERAL**110 – Scope of Work**

The Contractor shall provide all supervision, labor, equipment, materials and supplies to make specified repairs to the Rockfall Protection System at Unaka Springs Road in Unicoi County, TN.

Work shall consist of removing designated fallen rock currently behind the net and mesh, replacing designated anchor ropes & brakes, replacing damaged or missing wire mesh, and securing the ring & wire mesh system with shackles.

120 – Location of Project

The site is located in Unicoi County, TN south of Erwin near Exit 40 of I – 26. At Exit 40 follow Temple Hill Road south 0.8 miles; turn left on River Road to four-way stop sign. Unaka Springs Road and the project site are approximately 1000 feet south of the four-way stop.

130 – Price Range

The price range is: less than \$25,000.00

200 – TECHNICAL**210 – Specifications**

See Specifications, Section J, page 13

300 – INSPECTION AND ACCEPTANCE

A Contracting Officer's Representative (COR) shall be designated in writing for this project. Inspection and acceptance will be made by the COR in accordance with FAR 52.246-12, Inspection of Construction (see Section E). Random inspections may be performed by the Government.

400 – MEASUREMENT AND PAYMENT

Measurement will be based on quantities named in the schedule of items. Payment shall be made in accordance with FAR 52.232-1 Payments, at the established unit prices for work based on units completed by the contractor and accepted by the government.

452.211-72 Statement of Work/Specifications. (FEB 1988)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications referenced in Section J.

452.211-73 Attachments to Statements of Work/Specifications. (FEB 1988)

The attachments to the Statement of Work/Specifications listed in Section J are hereby made part of this solicitation and any resultant contract.

SECTION D – Packaging and Marking
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(For this Solicitation, there are NO clauses in this Section)

SECTION E - Inspection and Acceptance**52.246-12 Inspection of Construction. (APR 1996)**

(a) *Definition.* "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not -

- (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
- (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
- (3) Constitute or imply acceptance; or
- (4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may -

- (1) By contract or otherwise, replace or correct the work and charge the cost to the Contractor; or
- (2) Terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination

and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

SECTION F - Deliveries or Performance

52.211-10 Commencement, Prosecution, and Completion of Work. (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **10** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **30 Calendar Days following the effective date of the Notice to Proceed.** The time stated for completion shall include final cleanup of the premises.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.242-14 Suspension of Work. (APR 1984)

SECTION G - Contract Administration Data

452.215-73 Post-award Conference. (NOV 1996)

A post award conference with the successful offeror is required. It will be scheduled within **10** days after the date of contract award. The conference will be held at:

**Watauga Ranger District Office
4400 Unicoi Drive
Unicoi, TN 37692**

SECTION H - Special Contract Requirements

There are no sanitary facilities at the site. The Contractor shall provide sanitary facilities.

PART II – CONTRACT CLAUSES**SECTION I - Contract Clauses****52.252-2 Clauses Incorporated by Reference. (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov/far/

www.usda.gov/procurement/poicy/agar.html

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

- 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (DEC 2010)**
- 52.211-18 Variation in Estimated Quantity. (APR 1984)**
- 52.219-6 Notice of Total Small Business Set-Aside. (NOV 2011)**
- 52.222-3 Convict Labor. (JUN 2003)**
- 52.222-6 Davis-Bacon Act. (JUL 2005)**
- 52.222-7 Withholding of Funds. (FEB 1988)**
- 52.222-8 Payrolls and Basic Records. (JUN 2010)**
- 52.222-9 Apprentices and Trainees. (JUL 2005)**
- 52.222-10 Compliance with Copeland Act Requirements. (FEB 1988)**
- 52.222-11 Subcontracts (Labor Standards). (JUL 2005)**
- 52.222-12 Contract Termination - Debarment. (FEB 1988)**
- 52.222-13 Compliance with Davis-Bacon and Related Act Regulations. (FEB 1988)**
- 52.222-14 Disputes Concerning Labor Standards. (FEB 1988)**
- 52.222-15 Certification of Eligibility. (FEB 1988)**
- 52.222-20 Walsh-Healey Public Contracts Act. (OCT 2010)**
- 52.222-21 Prohibition of Segregated Facilities. (FEB 1999)**
- 52.222-26 Equal Opportunity. (MAR 2007)**
- 52.222-27 Affirmative Action Compliance Requirements for Construction. (FEB 1999)**
- 52.222-36 Affirmative Action for Workers with Disabilities. (OCT 2010)**
- 52.222-50 Combating Trafficking in Persons. (FEB 2009)**
- 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts. (MAY 2012)**
- 52.223-5 Pollution Prevention and Right-to-Know Information. (MAY 2011)**
- 52.223-6 Drug-Free Workplace. (MAY 2001)**
- 52.223-15 Energy Efficiency in Energy-Consuming Products. (DEC 2007)**
- 52.224-1 Privacy Act Notification. (APR 1984)**
- 52.224-2 Privacy Act. (APR 1984)**
- 52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)**
- 52.227-4 Patent Indemnity--Construction Contracts. (DEC 2007)**
- 52.232-5 Payments under Fixed-Price Construction Contracts. (SEP 2002)**
- 52.232-23 Assignment of Claims. (JAN 1986)**
- 52.232-27 Prompt Payment For Construction Contracts. (OCT 2008)**
- 52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration. (OCT 2003)**
- 52.233-1 Disputes. (JUL 2002)**
- 52.233-3 Protest after Award. (AUG 1996)**
- 52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)**

52.236-2	Differing Site Conditions. (APR 1984)
52.236-3	Site Investigation and Conditions Affecting the Work. (APR 1984)
52.236-5	Material and Workmanship. (APR 1984)
52.236-6	Superintendence by the Contractor. (APR 1984)
52.236-7	Permits and Responsibilities. (NOV 1991)
52.236-8	Other Contracts. (APR 1984)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (APR 1984)
52.236-10	Operations and Storage Areas. (APR 1984)
52.236-11	Use and Possession Prior to Completion. (APR 1984)
52.236-12	Cleaning Up. (APR 1984)
52.236-14	Availability and Use of Utility Services. (APR 1984)
52.236-16	Quantity Surveys. (APR 1984)
52.236-17	Layout of Work. (APR 1984)
52.236-21	Specifications and Drawings for Construction. (FEB 1997)
52.236-26	Preconstruction Conference. (FEB 1995)
52.243-5	Changes and Changed Conditions. (APR 1984)
52.244-6	Subcontracts for Commercial Items. (DEC 2010)
52.245-1	Government Property. (APR 2012)
52.246-21	Warranty of Construction. (MAR 1994)
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form). (APR 1984)
52.249-10	Default (Fixed-Price Construction). (APR 1984)
52.253-1	Computer Generated Forms. (JAN 1991)

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

452.232-70	Reimbursement for Bond Premiums - Fixed-Price Construction Contracts. (NOV 1996)
452.236-71	Prohibition Against the Use of Lead-Based Paint. (NOV 1996)
452.236-72	Use of Premises. (NOV 1996)
452.236-73	Archaeological or Historic Sites. (FEB 1988)
452.236-74	Control of Erosion, Sedimentation, and Pollution. (NOV 1996)
452.236-76	Samples and Certificates. (FEB 1988)
452.236-77	Emergency Response. (NOV 1996)

52.204-7 Central Contractor Registration. (FEB 2012)

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the CCR database" means that--

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and Zip Code.
- (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423, or 269-961-5757.

52.225-9 Buy American Act - Construction Materials. (SEP 2010)

(a) *Definitions.* As used in this clause -

"Commercially available off-the-shelf (COTS) item"--

(1) Means any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

"Component" means an article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the

Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means -

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

"Domestic construction material" means--

- (1) An unmanufactured construction material mined or produced in the United States;
- (2) A construction material manufactured in the United States, if--
 - (i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or
 - (ii) The construction material is a COTS item.

"Foreign construction material" means a construction material other than a domestic construction material.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows: **NONE**

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that -

- (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
- (ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American Act.* (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including -

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

<u>Construction Material Description</u>	<u>Unit of Measure</u>	<u>Quantity</u>	<u>Price (Dollars)*</u>
<i>Item 1:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

Item 2:

Foreign construction material

Domestic construction material

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

** Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).*

Order of Precedence—Construction

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- 1) The Schedule (excluding the specifications)
- 2) Representations and Other Instructions
- 3) Contract Clauses
- 4) Other Documents, Exhibits, and Attachments
- 5) The Specifications
- 6) Drawings

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - List of Documents, Exhibits, and Other Attachments

Wage Determinations - TN20100002 5 Pages

Specifications: Repair of Rockfall Protection System 8 Pages

General Decision Number: TN120002 01/06/2012 TN2
Superseded General Decision Number: TN20100002
State: Tennessee
Construction Type: Highway
Counties: Tennessee Statewide.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number	Publication Date
0	01/06/2012

SUTN2010-002 05/06/2010

Rates

Fringes

BRICKLAYER.....\$ 16.62

CARPENTER.....\$ 16.10

CEMENT MASON/CONCRETE FINISHER...\$ 13.91

ELECTRICIAN.....\$ 21.62

IRONWORKER

Reinforcing.....\$ 15.90

Structural.....\$ 17.15

LABORER

Common/Unskilled.....\$ 11.50

Skilled

Air Tool Operator,
Asphalt Raker, Chain Saw
Operator, Concrete Mixer
(less than 1 yd),
Concrete Rubber, Edger,
Fence Erector, Form
Setter (steel), Guard
Rail Erector, Mechanic's
Tender (tire changer or
oiler), Mortar Mixer,
Nozzlemaster or Gun Operator
(gunite), Pipelayer,
Sign Erector.....

OPERATOR: Power Equipment

Drill Operator (Caisson)\$ 18.43

Farm Tractor Operator

(Power Broom)\$ 12.58

Group 1

Backhoe/Hydraulic
Excavator (3/4 yd &
over), Crane, End Loader

(3 yd & over), Motor
 Patrol (rough), Tractor
 (crawler/ utility),
 Scraper, Shovel,
 Trenching Machine.....\$ 17.14
 Group 2
 Backhoe/Hydraulic
 Excavator (less than 3/4
 yd), Bulldozer or Push
 Dozer, End Loader (less
 than 3 yd), Motor Patrol
 (rough), Tractor
 (crawler/ utility),
 Scraper, Shovel, or
 Trenching Machine.....\$ 15.26
 Group 3
 Asphalt Paver, Concrete
 Finishing Machine,
 Concrete Paver, Scale,
 Spreader (self-
 propelled), Concrete
 Grinder, Asphalt Milling
 Machine, Boring Machine
 (horizontal).....\$ 15.75
 Group 4
 Bobcat, Central Mining
 Plant, Concrete Pump,
 Concrete Saw, Curb
 Machine (automatic or
 manual), Dozer or Loader
 (stockpile), Drill
 (piling), Mulcher or
 Seeder, Rock Drill (truck
 mounted), Roller
 (asphalt), Roller
 (compaction self-
 propelled), Soil
 Stabilization Machine,
 Tractor (boom and hoist),
 Bituminous Distributor
 Machine, pump, Track
 Drill, Striping Machine....\$ 14.19
 Heavy Duty Mechanic.....\$ 18.04
 Light Duty Mechanic.....\$ 16.27
 Sweeping Machine (Vacuum)
 Operator.....\$ 13.39

 Painter & Sandblaster.....\$ 21.54

 Powder Person.....\$ 17.79

 Traffic Controller.....\$ 16.98

 TRUCK DRIVER
 2 axles.....\$ 13.02

3-4 axles.....\$ 12.91
 5 or more axles.....\$ 15.24
 Heavy Duty Off Road.....\$ 12.98

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

REPAIR
of
ROCKFALL PROTECTION SYSTEM

CHEROKEE NATIONAL FOREST
UNICOI COUNTY, TN

UNAKA SPRINGS ROAD

INDEX

DIVISION 1 – GENERAL REQUIREMENTS/CONDITIONS

- 01000 – Summary of Work
- 01100 – Location of Project
- 01200 – Field Engineering
- 01300 – Storage of Equipment & Materials
- 01400 – Safety & Traffic Control
- 01500 – Quality Control
- 01600 – Submittals
- 01700 – Measurement & Payment
- 01800 – Existing Facilities
- 01900 – Project Closeout

DIVISION 2 – SITE WORK

- 02100 – Access Behind the Ring Net & Wire Mesh
- 02200 – Debris Removal
- 02300 – Replacing Anchor Ropes & “Brakes”
- 02400 – Securing Ring Net & Wire Mesh
- 02500 – Wire Mesh Replacement
- 02600 – Site Cleanup & Closure

DIVISION 3 – MATERIALS

- 03000 – Rockfall Protection System

DIVISION 1 – GENERAL REQUIREMENTS/CONDITIONS

SECTION 01000 – SUMMARY OF WORK

1. The Contractor shall provide all supervision, labor, equipment, materials and supplies to make specified repairs to the rockfall protection system at Unaka Springs Road in Unicoi County, TN.
2. Work shall consist of removing designated fallen rock currently behind the net and mesh, replacing designated anchor ropes and brakes, replacing damaged or missing wire mesh, and securing the ring and wire mesh system with shackles.

SECTION 01100 – LOCATION OF PROJECT

1. The site is located in Unicoi County, TN south of Erwin near Exit 40 of I – 26. At Exit 40 follow Temple Hill Road south 0.8 miles; Left on to River Road to 4 way STOP. Unaka Springs Road and the project site are approximately 1000 feet south of the 4 way STOP.

SECTION 01200 – FIELD ENGINEERING

1. The location of all work is referenced to the panels and posts. The panels and posts are numbered from south to north. Post #1 and Panel #1 are the southern units.
2. No survey work is anticipated.
3. Field measurement of the actual anchor rope lengths is required and shall be the responsibility of the contractor.

SECTION 01300 – STORAGE of EQUIPMENT & MATERIALS

1. There is no secure on site area for storage of equipment and/or materials. It shall be the Contractors' responsibility to provide it as needed.

SECTION 01400 – SAFETY & TRAFFIC CONTROL

1. At the end of each work shift the site shall be cleared of all debris, equipment and materials. No obstructions shall be left on the paved surface.
2. TRAFFIC CONTROL

- a. Standard "ROAD WORK AHEAD" signs shall be in place at all times that work and/or equipment is in the area.
- b. Flaggers shall be on duty whenever equipment is blocking the road.
- c. Hazards shall be visibly marked to warn drivers.
- d. Traffic delays shall be minimized and kept to less than 5 minutes.

3. WORKER & PUBLIC SAFETY

- a. The rock slope shall be visually surveyed to locate any loose objects uphill from the work location. It may be necessary to provide a lookout or spotter to watch for moving objects during portions of the work.
- b. Slope stabilization activities may be required to provide a safe work site.
- c. All work shall be performed in accordance with acceptable industrial standards.
- d. Ladders, climbing ropes, harnesses, etc. shall be of industrial standards and quality.
- e. Pedestrian traffic should be discouraged and directed to move away from the site immediately.

SECTION 01500 -- QUALITY CONTROL

1. All metal items shall be of quality and quantity as recommended by the rockfall system manufacturer.
2. All items shall be marked for identification and shall be accompanied with paperwork to verify the above.

SECTION 01600 – SUBMITTALS

1. The Contractor shall furnish to the CO or designated representative the following at least 10 workdays prior to commencing any work:
 - a. Designation of the on-site person in charge.
 - b. Schedule of proposed work.
 - c. A sign plan and description of proposed traffic control.
 - d. Verification of contact with the area representative for the materials.

SECTION 01700 -- MEASUREMENT & PAYMENT

Part 1 – General

1. Measurement and payment for the contracted work will be made only for and under those pay items included in the SCHEDULE of ITEMS. All other work and materials will be considered as included in the payment of items shown.

Part 2 – METHOD of MEASUREMENT

1. All pay items listed in the SCHEDULE of ITEMS for this contract will be determined by the Lump Sum Quantity (LSQ) method of measurement.
2. LUMP SUM QUANTITIES (LSQ) – These quantities denote one complete unit of work as required by or described in the contract; including necessary materials, equipment and labor to complete the job. They will not be measured.

SECTION 01800 – EXISTING FACILITIES

1. There are no sanitary, water or electrical facilities at the project site. The contractor is responsible for obtaining any needed facilities.

SECTION 01900 – PROJECT CLOSEOUT

1. The entire site shall be cleaned and restored to prework conditions. All barricades, signs, etc. shall be removed from the site.
2. The CO shall be given a minimum of 48 hours notice prior to proposed time of final inspection.

DIVISION 2 – SITE WORK

DIVISION 02100 – ACCESS BEHIND RING NET & WIRE MESH PANELS

1. Remove existing shackles and hog rings to provide access behind designated panels. Do not remove more shackles and hog rings than necessary to provide opening in the fencing. Items in good condition may be for reused as approved by the CO.
2. Do not remove wire rope clips or any cables.

DIVISION 02200 – DEBRIS REMOVAL

1. Debris removal shall be performed behind Panels #6 & 7.
2. Do not damage any wire ropes, fasteners, etc. while removing the debris. Damaged items shall be replaced by the contractor at no additional cost to the Government.
3. Remove all fallen rocks larger than one cubic foot in size.
4. Place the removed material on the river side of the road in a stabilized condition.
NOTE: Do not push the material over the road embankment towards the river.
5. Rework the smaller earth and rock at the base of the wire mesh so that the mesh can hang properly.

DIVISION 02300 – REPLACING ANCHOR ROPES and “BRAKES”

1. Repairs/replacement of anchor ropes & brakes shall be performed at Posts # 7,8 & 9.
2. Using the existing rock anchor bolts, furnish and install a separate anchor rope with “Brake” from each rock bolt to each post .
3. Contractor shall use the existing post attachment locations.
4. Two anchor ropes with “brake” are required per designated post.

DIVISION 02400 – SECURING THE RING NET & WIRE MESH

1. Securing the ring net & wire mesh shall be performed over the entire rockfall protection system.
2. Use approved shackles and hog rings to attach the wire mesh and rings per manufacturers’ instructions at the top, bottom and at all seams.

DIVISION 02500 – WIRE MESH REPAIR

1. Contractor shall replace or repair damaged or missing wire mesh at Panels #6, 7, 8, 9 & 10.
2. Existing wire mesh that is in good condition may be reused as approved by the CO.
3. Wire mesh shall be attached in accordance with manufacturer’s recommendations.

DIVISION 02500 – SITE CLEANUP & CLOSURE

1. Pavement shall be clean of all materials upon completion of the job.
2. The road shoulders shall be left in prework condition.
3. All signs, materials and equipment shall be removed from the site.

DIVISION 3 – MATERIALS

DIVISION 03000 – ROCKFALL PROTECTION SYSTEM

1. The existing rockfall protection system is a product of GEOBRUGG – Geobrugg North America, LLC, PO Box 7453, Rocky Mount, NC. 27804 – 0453.

The Regional Manager is Mr. Frank Amend, PE phone 252 937 2552
frank.amend@geobrugg.com

2. All materials and the installation of the materials shall be in compliance with the Geobrugg design. The Contractor shall contact Mr. Amend and confirm quantity and quality of materials to be incorporated into this project.

SECTION K - Representations, Certifications, and Other Statements of Offerors or Respondents

NOTE: Offerors should address questions concerning VETS-100 reporting and reporting requirements to the Office of Veterans Employment and Training Services offices at the following address:

U. S. Department of Labor
VETS-100 Reporting
4200 Forbes Blvd., Suite 202
Lanham, MD 20703
Telephone: (301) 306-6752
Website: www.vets100.cudenver.edu
Reporting Questions: HelpDesk@vets100.com
Reporting Verification: Verify@vets100.com

52.204-8 Annual Representations and Certifications. (MAY 2012)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is **238990**
- (2) The small business size standard is **\$14.0 million**.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
- ☐ (i) Paragraph (d) applies.
- ☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:
- (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--
- (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision

applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran--Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

(Contracting Officer check as appropriate.)

☐ (i) 52.219-22, Small Disadvantaged Business Status.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

☐ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

☐ (iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

☐ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

☐ (vi) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

52.219-28 Post-Award Small Business Program Rerepresentation. (APR 2012)

(a) *Definitions.* As used in this clause -

"Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

- (1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
- (2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.
- (3) For long-term contracts -
 - (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
 - (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the

contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ____ is, ____ is not a small business concern under NAICS Code _____ [insert NAICS Code] assigned to contract number _____ [insert contract number]. (Contractor to sign and date and insert authorized signer's name and title).

52.223-1 Biobased Product Certification. (MAY 2012)

As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C. 8102(c)(3)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 3201, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

AGAR 452.209-70 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction. (DEVIATION 2012-01) (FEB 2012) Alternate 1 (Feb 2012)

(a.) Awards made under this solicitation are subject to the provisions contained in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, Sections 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. To comply with these provisions, all offerors must complete paragraph (1) of this representation, and all corporate offerors also must complete paragraphs (2) and (3) of this representation.

(b) The Offeror represents that –

- (1) The Offeror is [____], is not [____] (*check one*) an entity that has filed articles of incorporation in one of the fifty states, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, U.S. Virgin Islands. (Note that this includes both for-profit and non-profit organizations.)

If the Offeror checked “is” above, the Offeror must complete paragraphs (2) and (3) of the representation. If Offeror checked “is not” above, Offeror may leave the remainder of the representation blank.

- (2) (i) The Offeror has [____], has not [____] (*check one*) been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of offer.
- (ii) Offeror has [____], has not [____] (*check one*) had any officer or agent of Offeror

convicted of a felony criminal violation for actions taken on behalf of Offeror under Federal law in the 24 months preceding the date of offer.

- (3) The Offeror does [____], does not [____] (*check one*) have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

AGAR 452.209-71 Assurance Regarding Felony Conviction Or Tax Delinquent Status For Corporate Applicants *Alternate 1 (Feb 2012)*

(a) This award is subject to the provisions contained in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, Sections 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that it –

(1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and

(2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.

(b) If the awardee fails to comply with these provisions, the Forest Service may terminate this contract for default and may recover any funds the awardee has received in violation of sections 433 or 434.

SECTION L - Instructions, Conditions, and Notices to Offerors or Respondents

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

52.215-1 Instructions to Offerors - Competitive Acquisition. (JAN 2004)

AGRICULTURE REGULATIONS (48 CFR CHAPTER 4) CLAUSES

452.204-70 Inquiries. (FEB 1988)

52.216-1 Type of Contract. (APR 1984)

The Government contemplates award of a **Firm Fixed Price** contract resulting from this solicitation.

52.222-5 Davis-Bacon Act--Secondary Site of the Work. (JUL 2005)

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction. (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade: 4.5%

Goals for Female Participation for Each Trade: 6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the -

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **Unicoi County, Tennessee**.

52.225-10 Notice of Buy American Act Requirement - Construction Materials. (FEB 2009)

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers.* (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers.* (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested -

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

452.237-71 Pre-Bid/Pre-Proposal Conference. (FEB 1988)

- (a) The Government is planning a pre-bid/pre-proposal conference, during which potential offerors may obtain a better understanding of the work required.
- (b) Offerors are encouraged to submit all questions in writing at least five (5) days prior to the conference. Questions will be considered at any time prior to or during the conference; however, offerors will be asked to confirm verbal questions in writing. Subsequent to the conference, an amendment to the solicitation containing an abstract of the questions and answers, and a list of attendees, will be disseminated.
- (c) In order to facilitate conference preparations, it is requested that the person named on the Standard Form 33 of this solicitation be contacted and advised of the number of persons who will attend.
- (d) The Government assumes no responsibility for any expense incurred by an offeror prior to contract award.
- (e) Offerors are cautioned that, notwithstanding any remarks or clarifications given at the conference, all terms and conditions of the solicitation remain unchanged unless they are changed by amendment to the solicitation. If the answers to conference questions, or any solicitation amendment, create ambiguities, it is the responsibility of the offeror to seek clarification prior to submitting an offer.
- (f) The conference will be held:

Date: June 27, 2012

Time: 10:00 am (EST)

Location: Watauga Ranger District Office
4400 Unicoi Drive
Unicoi, TN 37692

<p>SECTION M - Evaluation Factors for Award</p>
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Award will be made to the contractor whose quotation represents the best value to the Government, price and other factors considered. Other factors include past performance and experience. Award will not necessarily be made to the lowest priced quotation. For evaluation purposes, other factors are approximately equal to price.

Contractors are encouraged to submit reference information for similar work performed within the last three years.